

Agenda Item Form

Agenda Date: 07/07/04

Districts Affected: Citywide

Dept. Head/Contact Information: Information Technology, Tony Montoya, (915) 541-4288

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contracts</u> | | |

Funding Source:

- ☒ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

Legal:

- ☐ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Individuals' contracts are being renewed for positions of PC LAN I & II. They are currently assigned to the Information Services office of IT, and are responsible for providing technical support on all hardware and software owned by the City of El Paso. Contract employees, contracts must be approved by City Council before she can assume her duties.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Compensation for these Individuals will be as follows:

Kevin Covington:	\$1510.43	PC LAN II
Cynthia Loya	\$1559.42	PC LAN I
James Mundwiler	\$1445.53	PC LAN I
Maria Rosales	\$1526.23	PC LAN I
Aaron Frampton	\$1546.62	PC LAN II

Statutory or Citizen Concerns:

None

Departmental Concerns:

Department needs to have these resources in place due in order to provide continued technical support to all hardware and software applications within the City of El Paso.

25 JUL 12 11:11 AM
INFORMATION SERVICES

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **CYNTHIA A. LOYA**, to assist the Information Technology Department as a PC LAN Specialist I at a biweekly rate of \$1,559.42 for 40 hours per week. The term of the contract shall be for the period of July 7, 2004 through July 6, 2006.

APPROVED this 7th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **CYNTHIA A. LOYA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as a PC/LAN Specialist I; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Information Technology Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 7, 2004 and be completed by July 6, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Five Hundred Fifty-Nine and 42/100 Dollars (\$1,559.42). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Information Technology Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee
at the following addresses:

CITY: City of El Paso
Information Technology Department
Attn: Director
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Cynthia A. Loya

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 7th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Cynthia A. Loya
SSN:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Tony Montoya, Director
Information Technology Department

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

PC/LAN SPECIALIST I

(EL PASO CONTRACT POSITION)

Summary

Under general supervision, provide primary client support in a networked personal computer environment, and refer more complex technical issues to higher level staff.

Typical Duties

Provide primary technical support to clients in support of their daily business functions. Involves: Configure personal computers with standard office applications and installing at client locations. Ensure network connection to existing cable plants. Install and configure new software and hardware. Add, change or remove client accounts in accordance with security policy and set up client e-mail accounts and distribution lists. Verify network data access requests before providing access to network resources. Ensure system resources are secure from unauthorized computer access.

Perform network resource maintenance and troubleshoot and correct system problems. Involves: Manipulate print jobs in printer queues, abort or cancel jobs as needed or requested. Troubleshoot printer connections as needed. Assist in managing CD-ROM towers and optical storage devices by testing, loading and controlling access to applications or data. Identify source of hardware or software problems and take appropriate corrective action. Confer with higher level staff in resolving complex hardware or software problems. Document all trouble reports in help desk software.

Perform related duties as assigned. Involves: Substitute for immediate supervisor or coworkers during temporary absences. Participate as a team member on projects.

Minimum Qualifications

Training and Experience: Equivalent to a combination of an Associate's degree in Computer Information Systems, Microcomputer Technology or a related field, and one (1) year of computer hardware and software support experience with local area networks.

Licenses and Certificates: Some positions may require a valid Texas Class "C" Driver's License or equivalent issued by another state by time of appointment.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

Cynthia A. Loya

~~5200 E. 10th Ave.~~

~~Denver, Colorado~~

~~10000000000~~

Professional Experience Summary

Proficient in Microsoft Office Programs, Windows, and MS DOS environments. Ability to install software as well as quickly master new software and apply its full range of capabilities. Knowledge of setting up client accounts for network.

Accomplishments

PC/LAN Specialist I
Information Services

July 2002-present

Provide complex technical support to clients on personal computers and local area network for all City Employees, at client location throughout the city. Troubleshoot source of hardware or software problems and take appropriate corrective action by running tests or doing research on error message. Document results of tickets on special helpdesk software. Provide additional support, while on site, per user request. Replace any malfunction hardware in computer and verify system runs efficiently. Participate as team member on projects assigned. Troubleshoot printers and connections as well as print queues. Instruct users how to use system or how software runs as needed. Substitute for immediate supervisor during temporary absence to maintain continuity of operations.

User Support Specialist
Information Services (City Hall)

Sept 97-2002

Provide technical support for user, either by phone or personal assistance of their daily business functions. Document trouble tickets and assign to appropriate tech in help desk program. Troubleshoot minor printer problems. Configure minor problems on software and hardware. Set up accounts for new users to access the City's network in accordance with security policy. Transfer and remove client accounts in network and email. Manage CD-ROM towers for all the departments. Run backup system for all City Hall and remote sites to include restores. Schedule, setup and assist in classroom for computer classes. Substitute for immediate supervisor or coworkers during absences. Maintain requisitions and purchase orders to include receivers and invoices.

Latest classes attended: Fall 98 Intro Computers & Appl, Spring 99 Data Base on Microcomp, Fall 99 Networking Operating & Admin

Member Service Representative
Andrews Federal Credit Union

Aug 95-Dec 95

Briefed walk-ins and phone calls on various assets of the credit union. Provided member service, to include opening new accounts, processing credit applications, compiling and disbursing documentation for loans.

Cynthia A. Loya
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Information Processor Operator
Public Works Department (El Paso City Hall)

Oct 90-Jun 94

Created spreadsheets, customized forms on various computer programs. Tutored and supervised new personnel on their responsibilities and functions. Processed/analyzed and maintained balance of requisitions, purchase orders and petty cash. In absence of Administrative Assistant, managed Director's meetings, calendar, and travel itineraries. Consolidated filing system for the department. Operated and resolved minor malfunctions in personal computers, printers, fax machines, copy machines, and if unable to troubleshoot the problem, coordinated with the manufacture.

Customer Accounts I
El Paso Water Utilities (City Hall)

Apr 89 - Oct 90

Research customers account on computer. Processed accounts for initiation/termination or reinstatement of water service over the phone or in person. Researched questionable accounts and rectified accounts errors.

Clerk Typist II
Public Inspection (City Hall)

Aug 87 - Apr 89

Public contact with contractors and homeowners for submission of plans and permits. Ran reports on computer. Figured fee for Building, Roof and Sign Permits. Called customers or contractors when bills were delinquent. Microfilmed, processed, splicing of blueprints.

Clerk Typist I
Traffic Violation (City Hall)

Sep 86 - Aug 87

Checked and proof-read warrants for accuracy and completeness from computer. Typed accident reports. Filed traffic tickets.

Education:

Graduated from Eastwood High School. Accumulated 42 college credit hours from El Paso Community College. A+ Certified.